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11 Defendant, *in pro se*

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 Nike, Inc.,

15 Plaintiff,

16 v.

17 Wilfrido Martinez and Does 1 – 10,
18 inclusive,

19 Defendants.

Case No. CV08-08163 DSF (FFMx)

CONSENT DECREE PURSUANT TO
STIPULATION

20 The Court, having read and considered the Joint Stipulation for Permanent
21 Injunction that has been executed by Plaintiff Nike, Inc. (“Nike” or “Plaintiff”) and
22 Defendant Wilfrido Martinez (“Defendant”) in this action:

23 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this
24 Permanent Injunction shall be and is hereby entered in the within action as follows:

25 1) This Court has jurisdiction over the parties to this action and over the subject
26 matter hereof pursuant to the provisions of the Lanham Act, 15 U.S.C. §
27 1051, et seq., as well as 28 U.S.C. § 1338(a) and 28 U.S.C. § 1331.

28 2) Service of process was properly made on Defendant.

1 3) Nike owns or controls the pertinent rights in and to the trademarks listed in
2 Exhibit “A” attached hereto and incorporated herein by this reference (The trademarks
3 identified in Exhibit “A” are collectively referred to herein as the “Nike
4 Trademarks”).

5 4) Defendant has made unauthorized uses of the Nike Trademarks or substantially
6 similar likenesses or colorable imitations thereof.

7 5) Defendant and his agents, servants, employees and all persons in active concert
8 and participation with him who receive actual notice of the Injunction are hereby
9 restrained and enjoined, pursuant to 15 U.S.C. § 1116, from:

10 a) Infringing the Nike Trademarks, either directly or contributorily, in any
11 manner, by:

12 i) Importing, manufacturing, distributing, advertising, selling and/or
13 offering for sale any unauthorized products which picture, reproduce,
14 copy or use the likenesses of or bear a confusing similarity to any of the
15 Nike Trademarks (“Unauthorized Products”);

16 ii) Importing, manufacturing, distributing, advertising, selling and/or
17 offering for sale in connection thereto any unauthorized promotional
18 materials, labels, packaging or containers which picture, reproduce, copy
19 or use the likenesses of or bear a confusing similarity to any of the Nike
20 Trademarks;

21 iii) Engaging in any conduct that tends falsely to represent that, or is
22 likely to confuse, mislead or deceive purchasers, Defendant’s customers
23 and/or members of the public to believe, the actions of Defendant, the
24 products sold by Defendant, or Defendant himself are connected with
25 Nike, are sponsored, approved or licensed by Nike, or are affiliated with
26 Nike;
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28

iv) Affixing, applying, annexing or using in connection with the importation, manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods as being those of Nike.

6) Defendant is ordered to deliver for destruction all Unauthorized Products, including footwear, and labels, signs, prints, packages, dyes, wrappers, receptacles and advertisements relating thereto in their possession or under their control bearing any of the Nike Trademarks or any simulation, reproduction, counterfeit, copy or colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices and other means of making the same.

7) Except for the allegations contained herein, the claim alleged in the Complaint against Defendant by Nike is dismissed with prejudice.

8) This Injunction shall be deemed to have been served upon Defendant at the time of its execution by the Court.

9) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this Injunction against Defendant.

9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and enforce the provisions of this Injunction.

10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation, and requesting entry of judgment against Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

11) This Court shall retain jurisdiction over Defendant for the purpose of making further orders necessary or proper for the construction or modification of this consent

1 decree and judgment; the enforcement hereof; the punishment of any violations
2 hereof, and for the possible entry of a further Judgment Pursuant to Stipulation in this
3 action.
4

5 DATED: 5/27/09



Hon. Dale S. Fischer
Judge, United States District Court for
the Central District of California

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8 PRESENTED BY:
9 J. Andrew Coombs, A P. C.

10 By: _____
11 J. Andrew Coombs
12 Annie Wang
13 Attorneys for Plaintiff Nike, Inc.

14 Wilfrido Martinez

15 By: _____
16 Wilfrido Martinez
17 Defendant, *in pro se*
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EXHIBIT A

Nike Registrations

Trademark	Registration Number	Registration Date
AIR-SOLE	1,145,812	January 13, 1981
SWOOSH	1,200,529	July 6, 1982
NIKE	1,214,930	November 2, 1982
Nike® and Swoosh® Design	1,237,469	May 10, 1983
Nike®	1,277,066	May 8, 1984
Swoosh® Design	1,284,385	July 3, 1984
NIKE AIR w/Swoosh device	1,284,386	July 3, 1984
NIKE AIR	1,307,123	November 27, 1984
Air Jordan®	1,370,283	November 12, 1985
Swoosh device on shoe	1,323,342	March 5, 1985
Swoosh device	1,323,343	March 5, 1985
NIKE w/Swoosh device	1,325,938	March 19, 1985
AIR JORDAN	1,370,283	November 12, 1985
AIR MAX	1,508,348	October 11, 1988
AIR TRAINER	1,508,360	October 11, 1988
Jump Man device	1,558,100	September 26, 1989
Nike Air®	1,571,066	December 12, 1989
AIR SKYLON	1,665,479	November 19, 1991
AIR SOLO FLIGHT	1,668,590	December 17, 1991
AIR FLIGHT	1,686,515	May 12, 1992
AIR DESCHUTZ	1,735,721	November 24, 1992
Jump Man device	1,742,019	December 22, 1992
AIR TRAINER MAX	1,789,463	August 24, 1993
AIRMAX in oval	2,030,750	January 14, 1997
AIR UPTempo in crest	2,032,582	January 21, 1997
AIR with Swoosh device	2,068,075	June 3, 1997
NIKE with Swoosh device	2,104,329	October 7, 1997
ACG NIKE in triangle	2,117,273	December 2, 1997
Nike®	2,196,735	October 13, 1998
Nike® and Swoosh® Design	2,209,815	December 8, 1998
Stylized "B"	2,476,882	August 14, 2001
NIKE ALPHA PROJECT as device	2,517,735	December 11, 2001
WAFFLE RACER	2,652,318	November 19, 2002
PHYLITE	2,657,832	December 10, 2002

1	TRUNNER	2,663,568	December 17, 2002
2	DRI-STAR	2,691,476	February 25, 2003
3	PRESTO	2,716,140	May 13, 2003
4	TRIAX	2,810,679	February 3, 2004
5	WAFFLE TRAINER	2,893,674	October 12, 2004
6	THERMA-STAR	2,960,844	June 7, 2005
7	NIKE SHOX	2,970,902	July 19, 2005
8	Basketball player outline	2,977,850	July 26, 2005
9	NIKEFREE	3,087,455	May 2, 2006